

STATE OF DELAWARE EXECUTIVE DEPARTMENT OFFICE OF MANAGEMENT AND BUDGET

February 22, 2010

SUBJECT:	AWARD NOTICE - ADDENDUM 20 as of February 25, 2011 CONTRACT NO. GSS09133-COMPUTER
FROM:	WILLIAM W. PICKRUM DEPUTY DIRECTOR 302-857-4556
TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

Computer Equipment, Peripherals, and Related Services

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Contract No.: GSS09133-COMPUTER

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) <u>Delaware Code</u>. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. **CONTRACT PERIOD**:

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The contract executed by the State of Minnesota for use by the State of Delaware under a Participating Addendum that allows state departments and agencies to use the agreement. The Master Price Agreement shall become effective on September 1, 2009, for a term through August 31, 2014.

3. <u>VENDORS</u>:

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ACE TECHNOLOGY PARTNERS

FSF Vendor ID: 0000020399

Account Rep

Marc Fertik

Ace Technology Partners 1425 East Algonquin Road Arlington Heights, IL 60005-4715 Email: mfertik@acecomputers.com

Phone: (877) 223-2667 Fax: (847) 952-6901

Send PO's to:

Accounts Payable
Ace Technology Partners
1425 East Algonquin Road
Arlington Heights, IL 60005-4715

APPLE, INC.

Contract Code: GSS09133-COMPUTERV02

FSF Vendor ID: 0000035250

Account Rep

Ewa Kalman Apple Inc

1 Infinite Loop, MS 90-2CM Cupertino, CA 95014-2083 Email: ekalman@apple.com

Contract No.: GSS09133-COMPUTER

Phone: (408) 974-6112 Fax: (408) 974-4908

or

Michael Taloff Apple Inc

1 Infinite Loop, MS 90-2CM Cupertino, CA 95014-2083 Email: taloff@apple.com Phone: (408) 974-3245 Fax: (408) 974-4908

Servicing Subcontractors:

All orders are to be issued directly to:

Apple Inc

12545 Riata Vista Circle, MS 198-3ED

Austin, TX 78727-6524 Fax: (800) 490-0325

All payments are to be issued to:

Apple Inc

P. O. Box 846095 Dallas, TX 75284-0001

COMPUTER TECHNOLOGY LINK (CTL)

Contract Code: GSS09133-COMPUTERV18

FSF Vendor ID: 0000035154

Account Rep James Bognatz

CTL

3460 NW Industrial St Portland, OR 97210-1621 Email: jbognatz@ctlcorp.com

Phone: (800) 642-3087 x 236 or (971) 327-0120

Fax: (503) 526-9135 **DELL MARKETING L.P.**

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Contract Code: GSS09133-COMPUTERV03

FSF Vendor ID: 0000033778

Account Rep

Donna Grosenheider, Inside Sales Representative

Dell Marketing L.P.

One Dell Way, Mail Stop 8708 Round Rock, TX 78682-7000 Phone: (800) 981-3355 x 7241906

Fax: (512) 283-8669

Email: donna grosenheider@dell.com

Send PO's to:

Contract No.: GSS09133-COMPUTER

Standard Dell Marketing L.P.

C/O Dell USA L.P. P.O. Box 643561

Pittsburgh, PA 15264-3561

(If credit card orders, indicate at the top, in 14 point font or larger that this is a CREDIT CARD ORDER with name/phone of person to contact for card information.)

EMC CORPORATION

Contract Code: GSS09133-COMPUTERV04

FSF Vendor ID: 0000000798

Account Rep

Susan Case or James Lincoln

EMC Corporation 222 Lake Como Drive Lakeway, TX 78734-5087

Phone: (703) 970-5054 or (610) 234-4856

Fax: (888) 580-6069

Email: case_susan@emc.com or lincoln_james@emc.com

FUJITSU AMERICA, INC.

Contract Code: GSS09133-COMPUTERV22

FSF Vendor ID: 0000034232

Account Rep

Duane Wichman Fujitsu America, Inc. 180 Suncoast Drive

McCook Lake, SD 57049-4016

Email: duane.wichman@us.fujitsu.com

Phone: (712) 389-6209

All orders are to be issued directly to:

Mitsy Ikegami MS 125 1250 E. Arques Ave. Sunnyvale, CA 94085-5401 Phone: (408) 764-9544 Fax: (408) 764-2720

Email: mikegami@us.fujitsu.com

Or per the Fujitsu authorized reseller

All payments are to be sent to:

Emad Gad MS 235

P. O. Box 98821

Chicago, IL 60693-8821 Phone: (408) 764-9544 Fax: (408) 764-2754 Email: egad@us.fujitsu.com

Or per the Fujitsu authorized reseller's invoice

Contract No.: GSS09133-COMPUTER

GRACE CLOBAL CORPORATION

Contract Code: GSS09133-COMPUTERV15

FSF Vendor ID: 0000034990

Account Rep

Geoff Weigand, Government Services Director

1933 East Redondo Avenue Salt Lake City, UT 84108-3119 Email: wsca@graceglobalinc.com State and Local Government Sales

Phone: (800) 926-6350 **Education Sales** Phone: (800) 507-6350

Purchase Orders, submitted directly to Grace Global via Fax: (801) 466-0731

Ordering Address
Grace Global Inc.

Direct Orders Department 1933 E. Redondo Ave

Salt Lake City Utah 84108-3119

HEWLETT PACKARD

Contract Code: GSS09133-COMPUTERV05

FSF Vendor ID: 0000035207

Account Rep

Hewlett Packard Company

442 Swan Blvd.

Deerfield, IL 60015-3673

Attn: Debra Lee, WSCA/NASPO Contract Program Manager:

Email: debra.lee@hp.com Phone: 847-537-0344 Fax: 281-927-5213

Send PO's to:

HP Direct C10GM

10810 Farnam Drive Omaha, NE 68154-3237 Ordering Fax: (800) 825-2329

Order email box: PSorderprocessing@hp.com

HOWARD TECHNOLOGY SOLUTIONS

Contract Code: GSS09133-COMPUTERV16

FSF Vendor ID: 0000033314

Account Rep Melissa Reeves 36 Howard Drive

Contract No.: GSS09133-COMPUTER

Ellisville, MS 39437-9020

Email: mreeves@howard.com Phone: (888) 912-3151, Ext 5680

Fax: (601) 399-5077

All orders are to be issued directly to:

Howard Technology Solutions

Attn: Order Entry P. O. Box 1590

Laurel, MS 39411-1590

All Payments are to be issued to:

Howard Technology Solutions Attn: Finance Department

P. O. Box 1590

Laurel, MS 39441-1590

IBM Corporation

Contract Code: GSS09133-COMPUTERV06

FSF Vendor ID: 0000002544

Account Rep

Karen Schneider IBM Corporation

4660 La Jolla Village Drive, Ste 300

San Diego, CA, 92122-4604 Email: <u>kasch@us.ibm.com</u> Phone: (858) 587-5137 Fax: (858) 587-5099

Send PO's to:

IBM Corporation IBM State & Local Government Team 7100 Highlands Parkway Smyrna, GA 30082

P.O. fax number: (800) 242-6329

Remittance address:

You may either remit to the address which will appear on your invoice or to:

IBM Corporation P.O. Box 676673

Dallas, Texas 75267-6673

LENOVO (United States), INC

Contract Code: GSS09133-COMPUTERV17

FSF Vendor ID: 0000031170

Lenovo (US)

1017 Think Place Building 3, 3A23 Morrisville, NC 27560-9002

Contract No.: GSS09133-COMPUTER

Attn: Tory Williams, Sr. Account Manager

Email: <u>tlwill@lenovo.com</u> Phone: (919) 294-2911 Fax: (919) 257-4987

CDWG

GSS09133-COMPUTERV23 FSF Vendor ID: 0000022347 230 N. Milwaukee Avenue Vernon Hills, II 60061 Phone: (866) 691-7126 Fax: (847) 465-6800

www.cdwg.com

SHI International Corporation

GSS09133-COMPUTERV24 FSF Vendor ID: 0000016884 33 Knightsbridge Road Piscataway, NJ 08854 Phone: (888) 764-8888

www.shi.com

GovConnection. Inc.

Fax: (732) 868-8889

GSS09133-COMPUTERV26 FSF Vendor ID: 0000030381

730 Milford Road

Merrimack, NH 03054-4631 Phone: (800) 800-0019 Fax: (603) 683-6192 www.govconnection.com

NETAPP, INC.

Contract Code: GSS09133-COMPUTERV07

FSF Vendor ID: 0000034198

Account Rep

NETAPP. INC.

1921 Gallows Road, Suite 600

Vienna, VA 22812 Attn: Denise Orosco

Email: denise.orosco@netapp.com

Phone: (530) 644-1467 Fax: (703) 918-7301

www.netapp.com/us/how-to-buy/wsca

Order Placement and Billing Concerns: Lauree Burse, Manager of In-Side Sales Email: Lauree.Burse@NetApp.com

Phone: (919) 476-5051

Service Renewals/Upgrades:

Nateshia Smith, Service Contract Administrator

Email: Nateshia.Smith@NetApp.com

Contract No.: GSS09133-COMPUTER

Phone: (919) 476-5673

Warranty, Maintenance, and Problem Requests:

Phone: (888) 4-NETAPP = (888) 463-8277 or (916) 576-7808

PANASONIC SOLUTIONS COMPANY

Contract Code: GSS09133-COMPUTERV08

FSF Vendor ID: 0000037671

Account Rep

Michelle Chapin

Panasonic Solutions Company 21473 Glebe View Drive Ashburn, VA 20148-3609

Email: michelle chapin@us.panasonic.com

Phone: (973) 303-7787

Send PO's to:

Insight Public Sector

GSS09133-COMPUTERV12 FSF Vendor ID: 0000022295 105 West Fifth Avenue Tallahassee, FL 32303

Erica Falchetti

Office: (800)-543-2437
erica.falchetti@insight.com
www2.ips.insight.com

PCS – Portable Computer Solutions

GSS09133-COMPUTERV13 FSF Vendor ID: 0000037672

PCS Denver Office

1200 W. Mississippi Avenue

Denver, CO 80223

Kathy Pakkebier

President

Office: (303) 346-2487 or (888) 836-

7841

www.portablecomputersystems.com

kathyp@pcsmobile.com

QUANTUM CORPORATION

Contract Code: GSS09133-COMPUTERV09

FSF Vendor ID: 0000035262

Account Rep

Suzanne Fletcher Quantum Corp. 141 Innovation Drive Irvine, CA 92617-3040

Email: Suzanne.fletcher@quantum.com

Phone: (949) 856-7851 Fax: (949) 856-7797

ORACLE AMERICA, INC.

Contract Code: GSS09133-COMPUTERV11

FSF Vendor ID: 0000035281

Account Rep

Contract No.: GSS09133-COMPUTER

Contract Matters

Mary Ferguson Oracle America, Inc.

500 Eldorado Blvd, Building 1 Broomfield, CO 80021-3400 Phone: (303) 558-3192 Fax: (303) 558-3192

mary.ferguson@oracle.com

Program Matters

Chris Reaume

WSCA Program Manager 1000 Town Center, Ste. 1700 Southfield, MI 48075-1233

Email: christopher.reaume@sun.com

Phone: (248) 412-4067 Fax: (248) 412-4067

Orders are to be submitted to:

Sun Microsystems, Inc. 4150 Network Circle Santa Clara, CA 95054-1778

Fax: 510-217-4296

E-mail: edu-csr@Sun.com

Payments submitted to: Sun Microsystems, Inc. c/o Bank of America Drawer CS 198330 Atlanta, GA 30384-8330

RICOH AMERICAS

Contract Code: GSS09133-COMPUTERV10

FSF Vendor ID: 0000016683

Account Rep

Lori Toth

Ricoh Americas Corp. 5 Dedrick Place

West Caldwell, NJ 07006-6398 Email: lori.toth@ricoh-usa.com

Phone: (717) 487-2888 Fax: (973) 882-2219

TOSHIBA AMERICA INFORMATION SYSTEMS

Contract Code: GSS09133-COMPUTERV19

FSF Vendor ID: 0000018126

Account Rep

Jeff Ballard

Toshiba America Information Systems, Inc.

9740 Irvine Blvd.

Contract No.: GSS09133-COMPUTER

Irvine, CA 92618-1697

Email: Toshiba.wsca.pa@tais.toshiba.com

Phone: (949) 461-4692 Fax: (949) 206-3314

TRANSOURCE COMPUTERS

Contract Code: GSS09133-COMPUTERV14

FSF Vendor ID: 0000040279

Account Rep

Transource Computers

Marlo Gouin

2405 West Utopia Road Phoenix, AZ 85027-4100

Email: mgouin@transource.com

Phone: (800) 486-3715 or (623) 879-8882

Fax: (623) 879-8887

XIOTECH CORPORATION

Contract Code: GSS09133-COMPUTERV20

FSF Vendor ID: 0000037673

Account Rep

Mary Reuss

Xiotech Corporation 6455 Flying Cloud Drive

Eden Prairie, MN 55344-3394 Email: mary reuss@xiotech.com

Phone: (952) 983-2435 Cell: (612) 419-1016 Fax: (952) 983-6950

To place orders:

Dale Kunde, Order Admin

Xiotech Corporation

6455 Flying Cloud Drive

Eden Prairie, MN 55344-3394

Phone: (952) 983-2423 Fax: (952) 983-2210

Email: dale kunde@xiotech.com

Main # (952) 983-3000

Remit to address is the same as above.

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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Contractor agrees to deliver Products to Purchasing Entities within 25 calendar days after receipt of a valid Purchase Order.

6. DEPARTMENT OF TECHNOLOGY AND INFORMATION (DTI) NOTIFICATION:

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To help maximize efficiencies and improve the quality of IT related purchases, any information technology related purchase in excess of \$10,000 shall be sent to DTI prior to issuance of a purchase order or execution of a contract. In addition, DTI shall be consulted regarding the use of contractual resources for information technology initiatives and support in excess of \$50,000 prior to the work commencing.

7. PRICING:

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Prices will remain firm for the term of the contract period. See link for each vendor, http://www.mmd.admin.state.mn.us/wsca/2009-2014 contracts.asp

ADDITIONAL TERMS AND CONDITIONS

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8. BILLING:

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

9. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

11. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

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All purchase orders must include the vendor's contract number, **GSS09133-COMPUTERVXX**, and the Master Price Agreement Number, **B27XXX**.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. <u>AGENCY'S RESPONSIBLIITIES</u>:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the

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contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.

16. SERVICING SUBCONTRACTORS:

All Contractors' authorized business partners in the State of Delaware.

17. PRODUCT WARRANTY:

Any communications hardware, services, and software will be covered by the manufacturer's warranty.

18. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA):

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

PREMIUM SAVINGS PACKAGE (PSS)

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19. PRODUCT AND SERVICE SCHEDULE:

The Contractor agrees to maintain a Premium Savings Package (PSS). The PSS program offers deeper discounts for specifically designated configurations. The current process is to redefine/update the packages every six months, so that the new pricing is available on May 1 and November 1 of each year. *Click* here for more information.

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VENDOR	MASTER PRICE AGREEMENT	CONTRACT CODE	PRODUCTS OFFERED	LEASING ALLOWED	WEB SITE
ACE TECHNOLOGY PARTNERS	B27157	GSS09133-COMPUTERV01	Server Storage	Yes	http://system.acecomputers.com/index.asp? cid=WSCA-DE
APPLE	B27158	GSS09133-COMPUTERV02	PC (including LAN storage)	Yes	store.apple.com/AppleStore/WebObjects/K1 2Custom?qprm=141519
COMPUTER TECHNOLOGY LINK	B27159	GSS09133-COMPUTERV18	PC (including LAN storage)	No	www.ctlcorp.com/wsca
DELL MARKETING L.P.	B27160	GSS09133-COMPUTERV03	PC (including LAN storage)	Yes	www.dell.com/naspowsca
EMC CORPORATION	B27161	GSS09133-COMPUTERV04	Server Storage	Yes	www.emc.com/emcwsca
FUJITSU AMERICA	B27162	GSS09133-COMPUTERV22	PC (including LAN storage)	Yes	http://store.shopfujitsu.com/fpcbp/WSCA
GRACE GLOBAL CORP.	B27163	GSS09133-COMPUTERV15	PC (including LAN storage)	No	wsca.graceglobalinc.com
HEWLETT PACKARD	B27164	GSS09133-COMPUTERV05	PC (including LAN storage)	Yes	www.hp.com/buy/delaware
HOWARD TECHNOLOGY	B27165	GSS09133-COMPUTERV16	PC (including LAN storage)	No	www.howardcomputers.com/wsca2009
IBM	B27166	GSS09133-COMPUTERV06	Server Storage	Yes	www.ibm.com/easyaccess/wscanaspo
LENOVO (United States)	B27168	GSS09133-COMPUTERV17	PC (including LAN storage)	No	www.lenovo.com/wsca
NETAPP	B27170	GSS09133-COMPUTERV07	Server Storage	Yes	www.netapp.com/us/how-to-buy/wsca

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ORACLE AMERICA, INC.	B27175	GSS09133-COMPUTERV11	Server Storage	Yes	www.sun.com/wsca
PANASONIC	B27172	GSS09133-COMPUTERV08	PC (including LAN storage)	Yes	http://www.panasonic.com/business/toughbook/wsca_contract.asp
QUANTUM	B27173	GSS09133-COMPUTERV09	Server Storage	No	www.quantum.com/wsca
RICOH AMERICAS	B27174	GSS09133-COMPUTERV10	Printers	No	www.ricoh-usa.com/rmap/wscaprinters
TRANSOURCE COMPUTERS	B27177	GSS09133-COMPUTERV14	PC (including LAN storage)	No	www.transource.com/wsca/de
TOSHIBA	B27176	GSS09133-COMPUTERV19	PC (including LAN storage)	No	www.laptops.toshiba.com/wsca-de
XIOTECH CORP.	B27179	GSS09133-COMPUTERV20	Server Storage	No	www.xiotech.com/wsca2009